

American Express Bank International Miami Branch 1221 Brickell Avenue 8th Floor Miami, Florida 33131 Phone: (305) 350-7750

Fax: (305) 374-4524

# ACCOUNT APPLICATION AND AGREEMENT FOR INDIVIDUALS

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NOTE: WHENEVER USED HEREIN, (I) "YOU" REFERS TO AMERICAN EXPRESS BANK INTERNATIONAL AND "WE," "US," "OUR," AND "OURS" REFER TO THE APPLICANT; (II) THE MASCULINE GENDER INCUDES THE FEMININE AND "HEREUNDER," "HEREIN" AND "HEREWITH" REFER TO THIS "ACCOUNT APPLICATION AND AGREEMENT" IN ITS ENTIRETY; AND (III) THE TERM "ATTORNEYS" FEES" REFERS TO ALL ATTORNEYS' FEES AND EXPENSES, WHETHER OR NOT SUIT IS BROUGHT, INCLUDING, WITHOUT LIMITATION, FEES AND EXPENSES INCURRED IN CONNECTION WITH COLLECTION EFFORTS.

#### 6. DECLARATIONS

- (a) WE HEREBY APPLY TO OPEN AN ACCOUNT OR ACCOUNTS WITH YOU. WE UNDERSTAND THAT THE INFORMATION GIVEN HEREIN IS THE BASIS FOR OPENING THE ACCOUNT(S). WE THEREFORE WARRANT THAT THIS INFORMATION IS TRUE AND CORRECT. WE ALSO HEREBY AGREE THAT, IF THIS "ACCOUNT APPLICATION AND AGREEMENT" IS APPROVED, WE SHALL BE BOUND BY ALL OF ITS PROVISIONS AND BY YOUR "RULES AND REGULATIONS GOVERNING ACCOUNTS" (AS AMENDED FROM TIME TO TIME), WHICH ARE INCORPORATED HEREIN.
- (b) WE MAY IN THE FUTURE ESTABLISH ONE OR MORE ADDITIONAL ACCOUNTS WITH YOU WHICH, UNLESS OTHERWISE AGREED IN WRITING BY YOU, SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS "ACCOUNT APPLICATION AND AGREEMENT" AND THE "RULES AND REGULATIONS GOVERNING ACCOUNTS" (AS AMENDED FROM TIME TO TIME).

# 7. ACCOUNT(S) OF MORE THAN ONE INDIVIDUAL

If there is more than one applicant, please check either (1) or (2) below, but not both.

- (1) You are authorized to honor and act upon the orders, checks, drafts, endorsements and other instructions made by ALL OF US with respect to the account(s) maintained with you in the names of all of us and your purchase, sale or acceptance of custody of any securities or other property in the names of all of us, until you receive (and have had a reasonable time to act upon) contrary instructions from ALL OF US.
- (2) You are authorized to honor and act upon the orders, checks, drafts, bills, notes, endorsements or other instructions, made by ANY ONE OR MORE OF US with respect to the accounts maintained with you in the names of all of us and your purchase, sale or acceptance of custody of any securities or other property in the names of all of us, until you receive (and have had a reasonable time to act upon) contrary instructions from ANY ONE OR MORE OF US.

# 8. RESIDENCY/CITIZENSHIP TAX WITHHOLDING STATEMENT

Unless indicated to the contrary below, we hereby confirm under penalties of perjury that for United States tax purposes we are not a resident of the United States. Accordingly, we request that interest paid or credited to us in respect of any deposit or credit balance of ours with you not be reported to the Internal Revenue Service. We will advise you immediately should we become a resident of the United States at any future time.

#### 9. SECURITIES TRANSACTIONS (OPTIONAL)

We authorize you to act as agent on our behalf with full power and authority to buy, sell or otherwise effect transactions in stock, bonds, other securities and cash or cash equivalents for our account and in our name upon receipt of instructions (verbal or written) from us. You may effect such transactions as principal or agent, but in either case, we agree that you will incur no liability for the acts, omissions or solvency of any broker, dealer or agent selected by you in good faith to effect any transaction hereunder or liability for failure of the counter party (to a purchase or sale) to perform. This agreement under this section 9 may be terminated by either party by giving a written notice to the other party 30 days prior to the date upon which termination is to become effective.

### 10. AFFILIATE REFERRALS (OPTIONAL)

We authorize you to accept instructions with respect to our account(s) maintained with you from the following affiliate offices of yours:

We agree that you have no responsibility or liability to us in connection with your doing so. This authorization shall remain in effect until you receive a written revocation from us.

#### 11. HOLD MAIL (OPTIONAL)

We hereby authorize and request that you hold all advices, statements, notices and other documents relating to any account or property maintained with or held by you in our name on the terms and conditions set forth in the "Rules and Regulations Governing Accounts."

#### 12.THIRD PARTY MANDATE/POWER OF ATTORNEY (OPTIONAL)

Each of us hereby authorizes you, until you receive (and have had a reasonable time to act upon) written instructions from us to the effect that this section 12 no longer applies, to do all of the following:

- (a) accept the signature or endorsement of any of the person(s) named below (a specimen of whose signature is given below) on any check, draft, order or bill of sale, in place of the signature(s) or endorsement(s) of any one or more of us);
- (b) accept the signature of any of the person(s) named below in place of the signature(s) of any one or more of us in all matters relating to (i) any account opened hereunder in the name(s) of all of us, including without limitation any pledge, assignment, withdrawal or transfer of any or all funds in any such account; (ii) the withdrawal, transfer, assignment, pledge, sale or delivery to third parties of any securities or other property held at any time by you in the name(s) of all of us, or (iii) your purchase or acceptance of custody, at any time and in the name(s) of all of us, or any securities or other property.

In consideration of your complying with this section 12, each of us hereby agrees that you shall have no responsibility or liability to any of us in connection with your so doing and hereby agrees to indemnify you from and against all liabilities and expenses (including without limitation all attorneys' fees and expenses) which you may incur or suffer by reason of your so doing.

Attorney-In-Pact (Print or Type Name)	(Specimen Signature of Attorney In-Pact)
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Attorney in Fact (Print or Type Name)	(Specimep Signature of Attorney-in-Fact)
3. GOLD AND PLATINUM CARDS (OPTIONAL)	(specine) signature of Anomey-m-Fact)
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instruct that you debit any demand deposit or money market	made with American Express Travel Related Services Company, Inc. ("Americ Card referred to above will be forwarded to you. We hereby request, authorize a set account maintained (or to be maintained) with you in our name for any and by such monthly billings by American Express, and that you transfer such amounts
4. GOVERNING LAW/WAIVER OF JURY TRIAL	
We agree with you that this Account Application and Agreeme	ent is governed by and construed in accordance with the internal laws of the State INTARILY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LI IND AGREEMENT.
5. CONCLUDING DECLARATIONS	
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Signature (s) Verified by:  (Signature)  (Signature)	(Print or Type Name)  (Print or Type Name)  (Print or Type Name)  (Print or Type Name)	(Signature)
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